

1 PATRICIA A. MCCOLM  
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5 Fax by Appointment

6 Claimant, pro se

**FILED**

OCT 19 2021

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

*BC*

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO**  
11  
12

13 **In re**

14 **PG&E CORPORATION**

15 **-and-**

16 **PACIFIC GAS AND ELECTRIC**  
17 **COMPANY**

18 **Debtors.**  
19

Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**RESPONSE / OPPOSITION TO  
REORGANIZED DEBTORS'  
ONE HUNDRED SEVENTH  
OMNIBUS OBJECTION TO CLAIMS  
(MCCOLM CLAIMS)**

**Response Deadline:  
October 20, 2021**

20  
21 Affects both Debtors

**Hearing Date: November 9, 2021**  
Time: 10:00 a.m. (PT)  
Via AT&T Teleconference

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23  
24 United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102  
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1 Claimant PATRICIA A. MCCOLM (Claimant) submits this Response Opposition to the  
2 Reorganized Debtors' One Hundred Seventh Claims Omnibus Objection (MCCOLM CLAIMS)  
3 [ECF No. 11217] (the "**Objection**") alleged to be no liability claims [ECF No. 11229] and  
4 respectfully represents that the Reorganized Debtors' are liable for the unlawful conduct and  
5 resulting damage on the facts set forth in the McColm Claims; in particular, for the unlawful  
6 conduct and resulting damage which falls outside the scope of the disputed easement alleged  
7 in the Judgement pending on appeal, as follows:

8  
9 1. It appears that the sole reason for the Objection to the McColm Claims is  
10 Reorganized Debtors' apparent contention that it can commit *any and all wrongs* set forth in the  
11 McColm Claims by reason of a Judgment pending on appeal; even though, identified wrongs  
12 exceed the scope of the appealed Judgement, OCCURRED OUTSIDE the specified real  
13 property size limits of the disputed easement, violated PG&E's own vegetation maintenance  
14 policy/procedure and other agreements with PG&E officials and/or were wrongs in violation of  
15 law and constitutional real property rights of owners. The Reorganized Debtors do NOT specify  
16 a DISPUTE/OBJECTION to any act/fact and resulting damage set forth in the McColm Claims.

17 2. As one PG&E employee told the tow truck driver in response to inquiry after whether  
18 or not he was going to tell the property owner who had caused the hazardous deep ruts in the land  
19 by being towed out of the mud during the rainy season: "*We don't have to tell the owner who*  
20 *caused the damage, we can do whatever we want because we have a recorded easement!*" The  
21 persistent "**Lie**" to take advantage of PG&E wrongs.

22 3. PG&E has continued to perpetrate the misrepresentation of having a 100 year old  
23 recorded easement to take advantage of its own wrongs on McColm lands; in spite of testimony  
24 at trial from its expert/surveyor, that it knew prior to filing suit against Claimant in 2010 based  
25 on that misrepresentation (Knowingly filing a false document in violation P.C. 115), that **PG&E**  
26 **did NOT have a recorded easement on McColm lands!** (See Declaration of PATRICIA A.  
27 MCCOLM in support of Response Opposition and Doc.#11300 with trial testimony admission of  
28 PG&E witness attached.)

1 4. PG&E may be found to be a “*legal successor in interest to a grant of a right of way*  
2 *dating from 1916;*” but there is **NO expert determination from a complete history title search**  
3 **or judicial finding that the alleged 1916 or any other easement relied upon by PG&E,**  
4 **DOES NOT FALL OUTSIDE THE MCCOLM LANDS!** Yet, PG&E continues that  
5 falsehood before this Court in an effort to take advantage of its continuing actionable misconduct  
6 and unethical attempt to get a continuing “*free ride rampant;*” destroying McColm property in  
7 violation of law, thumbing its increasingly long nose at Claimant’s constitutional property rights.

8 5. A Maxims of Jurisprudence, California Civil Code section 3517 states: “***No one can***  
9 ***take advantage of his own wrong.***” The Reorganized Debtors’ have repeatedly created the  
10 *fiction* of having a recorded easement on McColm lands, to mislead and take advantage of its  
11 targeted victim, a vulnerable stigmatized 75 year old Claimant with progressive disability on  
12 Social Security; in order to effectuate, its “steal” of valuable property interests.

13 6. In order to protect judicial integrity and promote justice, California law essentially  
14 states that anyone who comes into the court with lies to take unethical/unfair advantage of his or  
15 her own wrong gives rise to the defense of “***unclean hands,***” which **bars relief.** *Aguayo v*  
16 *Amaro* (2013 213 Cal.App.4 1102, 1110. The “Unclean Hands Doctrine” appears appropriate for  
17 application in this matter.

18 7. It appears the Reorganized Debtors have NOT READ the McColm Claims and/or  
19 hope the Court has not read the McColm Claims; so indicated, by its false assertion that McColm  
20 has not stated: “...specifics on how the Utility’s acts were wrongful and specifically how they  
21 were in contravention to the Utilities rights under its easement as set forth in the Judgment.” The  
22 “specifics” are shown in the **McColm Claims that describe the harmful acts; in particular, those**  
23 **which fall OUTSIDE the perimeters of the disputed easement/appealed Judgment.**

24 8. Neither the disputed easement as depicted on the map attached to the Objection nor  
25 the Judgment on appeal; permit access to the specified Utility easement location, through *any*  
26 part of the five acre perimeter of McColm lands.

27 9. As set forth in the McColm Claims, an agreement was reached with a PG&E official  
28 for it to install **UNDER its power lines at the North property line,** a *temporary gate* for its

1 access to the power lines, pending outcome of the pending appeal of the Judgement. Access was  
2 agreed to be limited to the footage designated as easement directly UNDER the power lines at the  
3 North property line; in consideration of the promise, that PG&E would NOT act to access from  
4 any other gate or any other location along the perimeter of McColm lands, that it would repair the  
5 hazardous ruts inflicted into the land from prior unauthorized access and would remove the large  
6 offending numbers painted onto numerous trees. The official stated that **his proposed gate**  
7 installation under the power lines was the usual agreement reached with property owners and that  
8 it was possible to be installed in the location on the North property line as agreed.

9 10. In contravention of the above agreement for PG&E sole access at temporary gate  
10 installation on the North property line within the designated easement footage, the Reorganized  
11 Debtors' acted in what appears to be another defiant retaliatory "*we can do whatever we want*"  
12 demonstration by cutting through a pad-locked, multi-chained gate nearly 350 feet away from the  
13 power lines at McColm Drive off Deadwood Road, making unauthorized entry with multiple  
14 large heavy machinery destroying the sloping McColm Private Road created by the 2004  
15 Subdivision Map, disrupting the solid surface of the intervening land; creating unsafe  
16 crushed/scattered vegetation from cuttings piles, hazardous new ruts and loose dirt, inflicting a  
17 muddy mess in the rainy season; destroying the foundation ground, where buildings once stood.  
18 The Utility invaders did NOT even try to access from the NORTH property line gate most near to  
19 the power lines, it had used by permission upon notice of intended entry previously.

20 11. The statement of facts set forth in the McColm Claims constitute viable causes of  
21 action and good faith damage claims for wrongs committed by Reorganized Debtors; wrongs  
22 which are NOT permitted by the Judgement or other legal process; in particular, where in  
23 violation of due process and other civil and constitutional rights of real property ownership. Any  
24 wrong does not make a right, even if it is PG&E exercising its big business arrogant "*we can do*  
25 *whatever we want*" **modus operandi**, against an elder stigmatized person with diminished  
26 capacity from disability and poverty; in what appears to be an effort to devalue and steal land, lie  
27 by lie; destroying tree by tree, road by road, fence by fence, gate by gate; inflicting loss of  
28 intended real property use as residential farm ownership; forecasting loss of life and/or McColm

1 ownership by placing PG&E lock on a private road gate, locking the helpless property owner out  
2 of her own real property! Do the unconscionable Utility wrongs, also forecasting its next wrong:  
3 to force Claimant into a personal bankruptcy? Heaven Forbid!

4 12. As set forth in Claimant's letter OBJECTION for lack of timely service and request  
5 for extension of time, Doc. #11330; incorporated herein by reference, Claimant was NOT served  
6 with **Doc. #'s 11227, 11228 and 11229 and no certificate of service. The only document**  
7 **untimely received was Exhibit A to Doc. #11229; insufficient notice objected to per Doc. #**  
8 **11330. Even after notice of non-receipt, Prime Clerk failed to provide Claimant with the**  
9 **missing documents.**

10 13. Despite specific fact provided in the McColm Claims and providing factual  
11 information supporting the McColm Claims to counsel for PG&E in response to request on  
12 January 9, 2020; PG&E *never* made an attempt to further dispute specifics of the claims, obtain  
13 further information or make any effort to resolve the claims; in spite of Claimant's recent good  
14 faith efforts to meet and confer, suggesting a conference to arrive at a solution to avoid on-going  
15 wrongs by the disrespectful PG&E invaders violating constitutional ownership rights causing  
16 personal harm and property damage. Claimant was told: "*Not at this time.*"

17 14. It appears that the Reorganized Debtors intend to continue the painful harm and  
18 destruction re mutilation and loss of trees without cause; in particular, "off easement;" the  
19 hazardous ruts being driven into the land without repair, cutting of locks and chains on gates and  
20 even LOCKING THIS CLAIMANT WITH DISABILITY OUT OF HER OWN PROPERTY BY  
21 PLACEMENT OF A PG&E LOCK ON CLAIMANT'S PRIVATE ROAD GATE! (See  
22 Declaration of Patricia A. McColm with photos in Support of Response Opposition.)

23 15. Based on the supporting factual background and legal authorities below, Claimant  
24 respectfully requests that the Court overrule the Objection. In the alternative, Claimant  
25 respectfully requests that the Court proceed with the hearing on the Response Opposition as a  
26 status conference and allow sufficient time after the initial status conference hearing for Claimant  
27 to conduct focused discovery for additional evidentiary support the Court may deem appropriate;  
28 and allow sufficient time to accommodate limitations of disability and to provide for obtaining



1 assistance of counsel.

2  
3 **BACKGROUND**  
4

5 16. Claimant PATRICIA A. MCCOLM is the owner in fee simple of the McColm lands  
6 in Lewiston, California (the “**Lands**”); upon and about which, the MCCOLM CLAIMS arise  
7 against the Reorganized Debtors.

8 17. Claimant received the Lands in Lewiston by Deed from her father, predecessor owner,  
9 George L. McColm (GLM) prior to his death in 2007.

10 18. GLM was a bonafide purchaser for value of the Lands in 1973 by deed being free  
11 from any encumbrances by recorded instrument or other notice of any kind. In fact, predecessor  
12 owners had quieted title negating any unknown claim of any kind upon the Lands.

13 19. GLM, who was a war related attendee at Princeton Law School, protected his land  
14 rights by complete surround fencing and by immediate posting of signs in accordance with  
15 California Civil Code section 1008; thereby, preventing any claim of easement by entry thereto.

16 20. The Lands had a chain/padlocked gate on the **North** property line and two such gates  
17 on the **South** property lines; which GLM used for access to his residential farm property.

18 21. NO GATE EXISTED ON THE FENCED **EAST** PROPERTY LINE AT  
19 DEADWOOD ROAD until installed attendant to a new graded apron entry required for a  
20 Subdivision Map for George L. McColm in 2004 with its **NEW PRIVATE ROAD**  
21 INSTALLATION called “**McColm Drive.**” GLM provided Claimant with a Durable Power of  
22 Attorney in 2003 and in concert they acted to establish said mini-subdivision of the McColm  
23 lands into five lots in 2004.

24 22. Upon purchase by GLM, his original cabin residence was served by electricity from  
25 a pole line along Deadwood road, with the PG&E Distribution power line crossing from  
26 Deadwood Road to the cabin residence through and attached to a large tree between the cabin  
27 and Deadwood Road and NOT by any other alleged power pole(s).

28 23. GLM established “LEWISTON NURSERY” for the residential/commercial land use

1 and needed electricity in the garden to run irrigation pumps. Thus, he gave permission and paid  
2 PG&E for installation of electricity to the interior of the garden land; upon which, the disputed  
3 power lines are located.

4 24. During the late 1990's, without the required notice to and approval of GLM, PG&E  
5 entered into a joint pole agreement with the Trinity Public Utility District (PUD) and sold its  
6 distribution line easements to same. GLM was NOT noticed in the transaction process;  
7 apparently, because PG&E knew it did NOT have an interest in McColm lands it could sell to the  
8 purchasing Utility.

9 25. Without complying with mandatory notice requirements or pre-installation processes  
10 with the Public Utilities Commission or other entity or permit requirements, PG&E installed  
11 more poles for use by both PG&E and PUD on McColm lands; which has become the hazardous  
12 TRANSMISSION LINE "eyesore" no one wants to live near; which is the subject matter of the  
13 litigation in which the PG&E EASEMENT LIE was perpetrated and continues to be perpetrated  
14 before this Court.

15 26. The McColm lands were overburdened, causing such obvious abuse of the prior  
16 permission, that in exercise of GLM property rights, PG&E was sent a letter to cease and desist  
17 the destructive misconduct and to vacate the lands.

18 27. At all subsequent times, good faith efforts continued to obtain the voluntary removal  
19 of PG&E and PUD from McColm lands. PG&E refused, making the FALSE  
20 REPRESENTATION, that it had an easement pursuant to a 1916 recorded right of way on  
21 McColm lands; a contention at all relevant times it knew and/or should have known was FALSE!  
22 The 1916 document is OUTSIDE MCCOLM LANDS!

23 28. In disregard of the McColm request to vacate permanently, PG&E used a  
24 questionable contention that it had to REPLACE an alleged "rotting" pole; producing the bogus  
25 alleged recorded easement, which was fraudulently used to delay/subvert the vacate request  
26 under threat that if the McColms would not acknowledge the bogus document as PG&E's  
27 recorded easement; it would just sue and "*get one for free.*" PUD said it would leave when  
28 PG&E left.

1 29. McColm experts proved that PG&E did NOT have a recorded easement on McColm  
2 lands. Without regard to McColm expert reports that PG&E did NOT have an easement, PG&E  
3 acted on its threat, filing a frivolous suit for injunctive relief based on said bogus document and  
4 alleged need to replace a “rotting” pole rather than just remove it permanently along with the  
5 other two poles that created a wider snarling mess of wires (transmission and distribution) across  
6 two building sites; under which, no one wants to live with such disturbing view and cancer  
7 dangers.

8 30. When the original complaint for injunction judge said PG&E would likely not prevail  
9 on the recorded easement issue, PG&E filed an amended complaint asking for a prescriptive  
10 easement; AGAIN, KNOWINGLY BASING ITS COMPLAINT ON THE BOGUS RECORDED  
11 DOCUMENT AS A 100 YEAR OLD RECORDED RIGHT TO REMAIN ON MCCOLM  
12 LANDS. McColm filed a cross-complaint with jury demand. A jury trial was subverted by an  
13 unknown “mystery” judge that was not the trial judge assigned, who without any prior process,  
14 unlawfully issued an order which imposed a court trial date at a time when McColm was not  
15 available and which also precipitated a denial of discovery on her cross-complaint.

16 31. At trial, McColm was unlawfully: denied her renewed request for a jury trial, denied  
17 reasonable continuance for medical necessity, denied reasonable and appropriate  
18 accommodations of disability, denied enforcement of subpoenas, denied her valuation experts’  
19 testimony on cross-complaint and damages, even though he was present in court; among many  
20 other denials that appear to be reversible error. Post trial, McColm was unlawfully: denied a  
21 timely request for a statement of decision, denied timely requests for a court reporter, denied a  
22 new trial, denied hearing on timely objections to proposed judgment written by the PG&E  
23 attorney; among many other due process violations that call for reversal.

24 32. In spite of admission at trial that PG&E did NOT have a recorded easement on  
25 McColm lands and it having dismissed a cause of action asserting same for relief, the PG&E  
26 attorney drafted a Judgement that repeated the misleading contention of being a successor in  
27 interest to a grant of right of way dating from 1916, WITHOUT STATING THAT SAID RIGHT  
28 OF WAY WAS OUTSIDE OF MCCOLM LANDS!



1           33. The Judgement is further misleading and in substantial error on a number of other  
2 cumulative grounds; which make it likely to be reversed on appeal. A major misleading fault is  
3 the PG&E attorney having drafted the Judgement to be issued Nunc pro Tunc, which Judicial  
4 Notice clearly shows, there were no prior proceedings pertaining to the McColm lands which  
5 would form the basis for a retroactive judgement to the 1950s. The Judgement also falsely  
6 alleged a default judgment by a Doe defendant mortgage holder; which is another lie; as no  
7 judgment issued. The only purpose of such unconscionable lies, is to defeat a mortgage claim, in  
8 the event of an attempted foreclosure on a judgment lien. The attempt to subvert the mortgage  
9 holder demonstrates the wrongs the Utility will "get up to" to take advantage of its wrongs. It  
10 must be stopped!

11           34. Liability is warranted for the unconscionable wrongs and unethical tactics used in an  
12 attempt to take advantage of its bad-faith conduct.

13  
14           **PG&E HAS SIGNIFICANT LIABILITY UNDER THE MCCOLM CLAIMS.**

15  
16           35. Section 2106 of the Public Utilities Code states in relevant part:

17           Any public utility which does, causes to be done, or permits any act, matter or thing  
18 prohibited or declared unlawful, or which omits to do any act, matter, or thing required  
19 to be done, either by the Constitution, any law of this State, or any order or decision  
20 of the commission, shall be liable to the persons or corporations affected thereby for  
21 all loss, damages, or injury caused thereby or resulting therefrom. If the court finds  
22 that the act or omission was wilful, it may, in addition to the actual damages, award  
23 exemplary damages. An action to recover for such loss, damage, or injury may be  
24 brought in any court of competent jurisdiction by any corporation or person.

25           Accordingly, PG&E has significant liability for the unlawful acts and omissions  
26 committed under its direction and/or permitted to be done, that constitute the wrongs inflicting  
27 the harm set forth in the McColm Claims, which are not permitted by law, order or decision.  
28 PG&E employed and/or hired as its agents, the bad actors stated in the claims, directed/permitted  
and/or omitted to restrain the specific conduct that produced the facts/harm upon which the  
McColm claims are based; including but not limited to violations re CPU Commission, other  
regulatory processes and causes of action under California law; e.g. trespass, property

1 destruction/theft, breach of contract, fraud, intentional/negligent infliction of emotional distress,  
2 interference with exercise of civil rights, interference with prospective advantage, conspiracy to  
3 commit the wrongs alleged in the McColm Claims, violations of Claimant's rights as a person  
4 with disability and other violations under U.S. and California Constitutional; including violations  
5 of due process and real property ownership rights. Further, the conduct re misrepresentations;  
6 including assertion of a non-existent easement on McColm lands, used to obtain an unfair  
7 advantage by perpetration of its own wrong before California Courts and before the Bankruptcy  
8 Court; appears to be in violation of the California Penal Code section 115 for it having  
9 knowingly filed a false document, which impinges the integrity of the Court. Thus, the  
10 Declaration of Cesar V. Alegria Jr. filed in support of the Objection is not credible. As corporate  
11 counsel for land matters, he knew and/or should have known that PG&E did NOT have a  
12 recorded easement from 1916 that included McColm lands and that he certainly knew prior to  
13 filing suit against McColm and prior to filing his Declaration in Support of the Objection that the  
14 implication from the representation before the courts was false and misleading. The failure to  
15 disclose that the 1916 easement did NOT include McColm lands is a wilful wrong to mislead the  
16 courts and after its own expert's testimony admitting it had no easement on McColm lands, the  
17 misleading representation before this court is grossly unethical, which appears to be sufficient to  
18 bar relief under the "unclean hands doctrine." The wrongful PG&E "*we can do whatever we*  
19 *want, we have an easement*" modus operandi, even encouraged its employee to call a Sheriff  
20 Deputy *individually*, without going through Trinity County Sheriff Office dispatch, to appear on  
21 McColm lands to enable its intended unlawful entry and harm by misuse of police power to  
22 inflict under threat, an unauthorized unconstitutional restricting of Claimant's rightful movement  
23 and communications upon her own lands.

24 36. PG&E's only known contention is that it is shielded from all liability under a  
25 Judgement on appeal and that said Judgement is not stayed on appeal. The Utility is wrong. The  
26 Judgement on appeal, does *not* shield it from liability under undisputed facts in the McColm  
27 Claims; facts describing unlawful wrongs which are *not* permitted under the Judgement on  
28 appeal, facts which constitute multiple causes of action which fall outside the scope of said

1 Judgment and/or fall outside location perimeters of the disputed easement; and because, the  
2 automatic stay is in effect; irrespective of any allegation that a specific action apart from the  
3 Judgement, threatened by PG&E, was not stayed. The law appears to recognizes that where a  
4 statutory automatic stay is in effect, it is futile for a second order to issue.

5 37. The Judgment on appeal, relied upon by PG&E, changes the status quo being  
6 mandatory in nature. Thus, it is stayed under California Code of Civil Procedure section 916  
7 wherein is stated: “...*the perfected appeal stays proceedings in the trial court upon the judgment*  
8 *or order appealed from or upon the matter embraced therein or affected thereby, including*  
9 *enforcement of the judgment or order.*” A recent California Supreme Court case confirmed in  
10 *Daly v San Bernadino County Board of Supervisors*, that the automatic stay pending appeal  
11 applies to a superior court judgment that orders mandatory injunctive relief.

12 38. Here, the Claimant has established facts for timely claims arising from repeated  
13 incidents of property damage re destruction/mutilation/defacing of trees, theft of wood, damage  
14 to roads, land, gates, fences, destruction of locks/chains and loss of use from creation of  
15 hazardous conditions of the property; both within and outside the designated location of the  
16 disputed easement. The private road “McColm Drive” gate at Deadwood Road is now  
17 unuseable by reason of the unsafe condition of the entry road and has perforce been reverted to  
18 fencing to prevent risk of injury with potential for owner liability.

19 39. Further, the unauthorized line of travel by PG&E from its break-in at “Private Road  
20 McColm Drive;” traversing “*willy-nilly*” across mini sub-division building/garden sites,  
21 destroying the land, makes the intended purpose of residential farm use, an impossibility -  
22 inflicting substantial devaluation of the mini sub-division lots as a whole.

23 40. Claimant has established facts for negligence in violation of its duty to exercise  
24 reasonable diligence, care and compliance with statutory mandate for a Utility, breach of contract  
25 and multiple instances of conspiratorial tortuous conduct; including but not limited to, trespass,  
26 personal injury, interference with exercise of civil rights, harassment, negligent/intentional  
27 infliction of emotional distress, loss of prospective advantage and loss of enjoyment of life  
28 among other causes including but not limited to “conspiracy” and damages the facts support;

1 which are all causes, that are NOT EXCUSED either directly and/or by implication from the  
2 Judgment on appeal.

3 41. A claim of easement does not give the holder a license to commit any wrong against  
4 the owner and his/her property, as occurred in this matter; through its wanton arrogant modus  
5 operandi: "*We can do whatever we want, we have an easement.*" It is urged that this Court tell  
6 the Reorganized Debtors: "*No, you cannot!*"

7 42. The losses set forth in the McColm Claims, caused by PG&E's from its specified  
8 wrongs inflicting considerable harm are estimated to be \$175,000 re Claim No. 7659 and  
9 \$175,000 for Claim No. 104538; initially calculated by consideration of repair/replacement costs  
10 where possible, value of property theft, loss of use and diminution in value of the properties  
11 among other considerations re personal injury and potential for exemplary damages. One real  
12 estate agent stated that it is unlikely that the lot with the many ugly power poles having a wide  
13 snarly range of guy wires and numerous overhead lines, will be able to be sold; because no one  
14 wants to live under transmission lines, where the forest beauty/ambiance has been mutilated and  
15 because with unrestrained heavy equipment traversing the building and garden site, it would *not*  
16 appear to be possible to build the anticipated garage and establish a garden East of the power  
17 lines; thus, denying a new owner, a lot for use as a residential farm property as purposed by the  
18 creation of the mini-subdivision.

19 43. Counsel for Reorganized Debtors has been requested to correct the apparent Prime  
20 Clerk filing date errors re McColm Claims and also to correct its failure to include a  
21 supplemental fact letter as part of Claimant's Claim number 7659 (See Declaration of Patricia A.  
22 McColm for a copy of the correction request and fact letter.); a letter, which included damages  
23 attendant to the unlawful PG&E break-in trespass through the "McColm Drive" gate at  
24 Deadwood Road, destroying the locks and chains securing the gate and upon leaving through the  
25 hazardous unrepaired gate location, PG&E unlawfully placed a PG&E lock on the gate, refusing  
26 to either remove the lock or give Claimant a key; thus, unlawfully **LOCKING CLAIMANT**  
27 **OUT OF HER OWN PROPERTY!**  
28

1 **REQUEST FOR RELIEF**

2

3 43. Based on the Response Opposition and supporting declaration and exhibits, Claimant

4 respectfully submits that there are ample grounds to overrule PG&E's Objection. In the

5 alternative, to proceed with the hearing on the Response and Objection as a status conference,

6 allow sufficient time after the status conference hearing for Claimant to conduct appropriate

7 discovery and for such other and further relief as the Court deems appropriate and just, to

8 accommodate Claimants limitations of disability and to seek the assistance of counsel.


9 44. Claimant respectfully reserves the right to amend and/or supplement this Response

10 Opposition.

11

12 Dated: October 18, 2021

Respectfully submitted,

13 

14 Patricia A. McColm

15 Claimant

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